ROBINS APPLEBY
BARRISTERS + SOLICITORS

LEGAL PULSE
WINTER 2023

NEWS

CANADA'S NEW "HOMES ARE TO LIVE IN" TAX

BY JOHN FOX AND AMELIA BRIGGS-MORRIS

Budget 2021 disclosed the federal government's intention to implement a tax on underused housing to enforce the principle that homes in Canada are to live in; they are not a means for foreign, non-resident owners to passively store their wealth.[1] This intention was realised when the *Underused Housing Tax Act* [2] (the "Act") received Royal Assent on June 9, 2022 and introduced the Underused Housing Tax (the "Tax").

The Tax is a national, annual one percent tax on the value of non-resident, non-Canadian owned residential real estate that is considered to be vacant or underused, retroactive to January 1, 2022.

HOW MUCH IS THE TAX?

The Tax is 1% of either:[3]

a. the residential property's taxable value, which is the greater of:
   i. the property's assessed value for the purpose of computing property taxes; and
   ii. the property's most recent sale price on or before December 31 of the calendar year; or

b. if elected, the residential property's fair market value for the calendar year.

WHO DOES THE TAX APPLY TO?

The Tax applies to each owner of residential property in Canada, other than excluded owners.[4]

An "owner" means a person who owns, is a life tenant under a life estate, or a life leaseholder of a residential property, or who has continuous possession of the land on which the residential property is located under a long-term lease.[5]

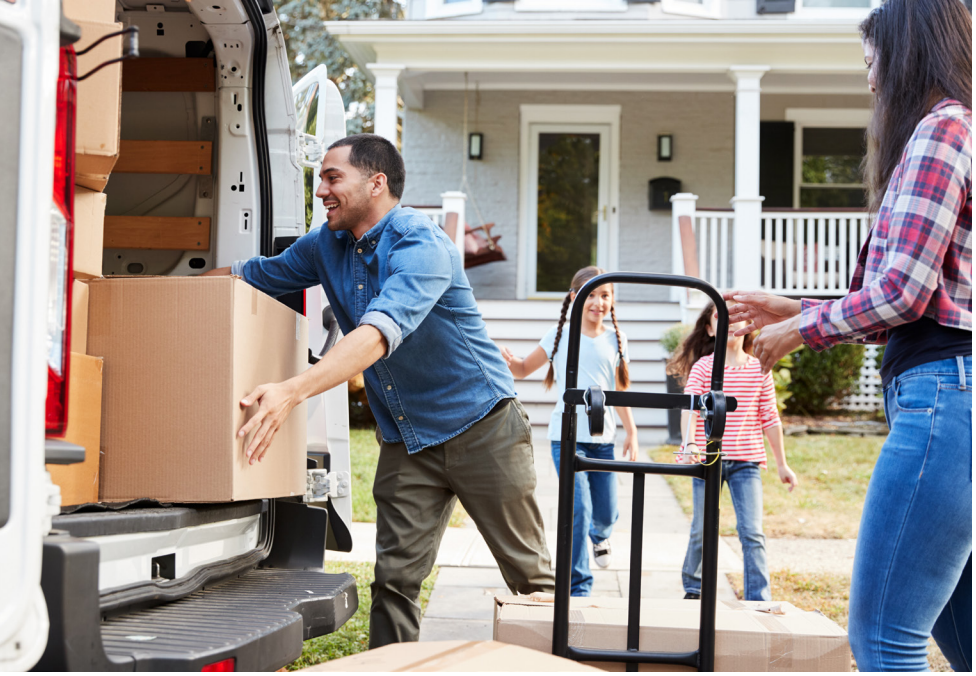
A "residential property" means a property situated in Canada that is a detached house (containing not more than three dwelling units), or a part of a building that is a semi-detached house, row house unit, residential condominium unit or other similar premises.[6]

An "excluded owner" means a person that is on December 31 of the calendar year:[7]

- a citizen or permanent resident of Canada;
- a corporation incorporated under the laws of Canada or a province whose shares are listed on a stock exchange in Canada;
- a trustee of a mutual fund trust, a real estate investment trust, or a SIFT trust;
- a registered charity;
- a cooperative housing corporation, a hospital authority, a municipality, a public college, a school authority, a university, or a para-municipal organization; or
- an Indigenous governing body or a corporation wholly owned by such a body.

In short, non-resident, non-Canadians who own or are a life leaseholder of a house or residential unit in Canada will be required to pay the Tax.

[1]Budget 2021 <https://www.budget.gc.ca/2021/report-rapport/p4-en.html>.
[2]SC 2022, c 5, s 10.
[3]The Act, Sections 6(3), 6(4).
[4]The Act, Section 6(3).
[5]The Act, Section 2.
[6]Ibid.
[7]Ibid.



WHAT ABOUT PRIVATE CORPORATIONS, PARTNERSHIPS AND TRUSTS?

Notably, the list of excluded owners does not include Canadian private corporations, partnerships or trusts. However, exemptions from the Tax do apply to these entities under the following circumstances:

1. Specified Canadian Corporation Exemption[8]—this exemption applies if the property is owned by a specified Canadian corporation, which is a Canadian corporation other than a corporation:
   - in respect of which non-resident, non-Canadian individuals and/or corporations have ownership or control of shares representing 10% or more of the value of the equity in the corporation or carrying 10% or more of the voting rights; or
   - without share capital having a chairperson or other presiding officer who is a non-resident, non-Canadian; or having a board with 10% or more non-resident, non-Canadian directors.
2. Specified Canadian Partnership Exemption[9]—this exemption applies if the property is owned by a person, solely in their capacity as a partner of a specified Canadian partnership, which is a partnership where each member is an excluded owner or a specified Canadian corporation.
3. Specified Canadian Trust Exemption[10]—this exemption applies if the property is owned by a person, solely in their capacity as a trustee of a specified Canadian trust, which is a trust under which each beneficiary having a beneficial interest in the residential property is an excluded owner or a specified Canadian corporation.

ARE THERE OTHER EXEMPTIONS?

There are a number of other exemptions to the Tax noted in the Act; a few notable ones include:

1. Primary Place of Residence Exemption[11]—this exemption applies if the property is the primary place of residence of:
   - the individual or the individual's spouse or common-law partner; or
   - a child of the individual or the individual's spouse or common-law partner who occupies the property for the purposes of authorized study at a designated learning institution.
2. Qualifying Occupancy Period Exemption[12]—this exemption applies if the number of days during the calendar year that are included in a qualifying occupancy period in respect of the property add up to at least 180 days. A qualifying occupancy period means a period of at least one month in a calendar year during which qualifying individuals have continuous occupancy of a dwelling unit that is part of the residential property.
3. Uninhabitable Exemption—this exemption applies if the property is:
   - not suitable for year-round use as a place of residence;[13] or
   - uninhabitable due to renovations[14] or due to a disaster or hazardous condition caused by uncontrollable circumstances.[15]

WHO HAS TO FILE A RETURN?

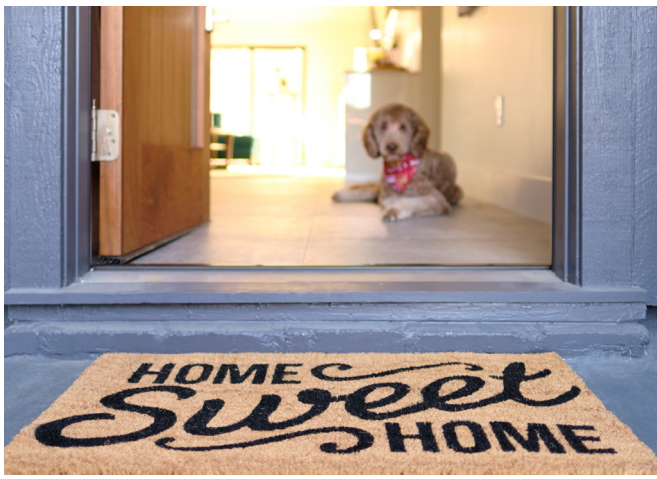
All owners, except excluded owners, are now required to file an annual return for each residential property they own in Canada on or before April 30th of the following calendar year, with significant penalties for failure to file.[16] The Tax, where applicable, is also due on the same date.[17]

For clarity, if an owner is not an excluded owner, they must file a return even if they qualify for an exemption.

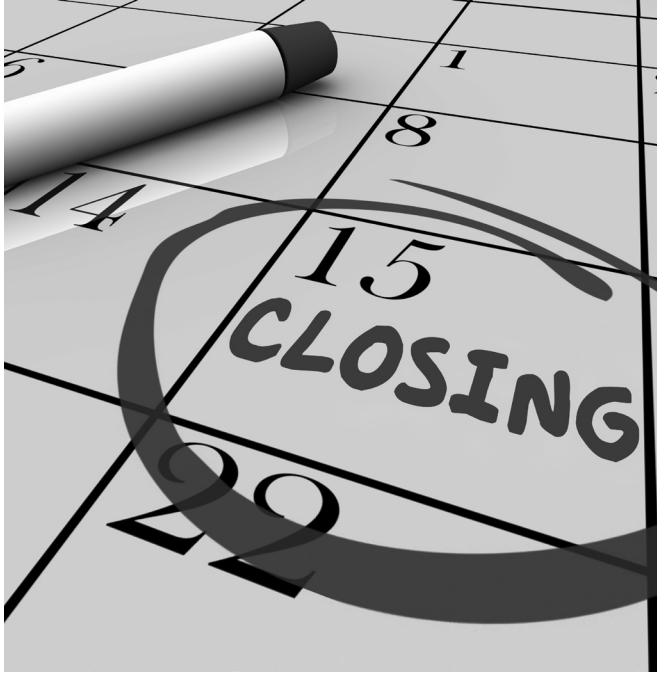
CONCLUSION

In summary, if you are a Canadian citizen or permanent resident, or any other excluded owner, who owns residential property in Canada, you can ignore the Act entirely.

If you own residential property in Canada and you are not an excluded owner, you must file an annual return for each residential property that you own. And if you are not an excluded owner and you do not qualify for an exemption under the Act, you must pay the Tax.



[8]The Act, Section 6(7)(b).
[9]The Act, Section 6(7)(a)(i).
[10]The Act, Section 6(7)(a)(ii).
[11]The Act, Section 6(8).
[12]The Act, Sections 6(1), 6(9).
[13]The Act, Section 6(7)(c).
[14]The Act, Section 6(7)(f).
[15]The Act, Section 6(7)(e).
[16]The Act, Section 8.
[17]The Act, Section 6(6).



REACTING TO REPUDIATION: A CAUTIONARY TALE FOR VENDORS IN TODAY'S MARKET

BY RACHEL PUMA

We are starting to see the impact of rising interest rates on the ability of purchasers to close their real estate transactions. Appraisals are coming back lower than expected or previously valued, which results in the purchaser being unable to obtain sufficient financing to close. This is particularly true in the world of new home construction, where purchasers may have entered into agreements of purchase and sale one, two, three years ago, or more, when interest rates were low and the real estate market had a more favourable outlook.

With more and more purchasers not being able to close on their purchases, vendors would do well to remember the doctrine of repudiation, and how their actions impact this doctrine. In short, if a party to an agreement evidences that an intention not to be bound by the contract before performance is due (e.g. states that it will not be able to complete the transaction), this is a repudiation of the agreement which entitles the innocent party to terminate the agreement without limiting their rights under the contract or at law, if applicable. However, if the innocent party does not expressly terminate the agreement after the repudiation, the agreement remains alive.

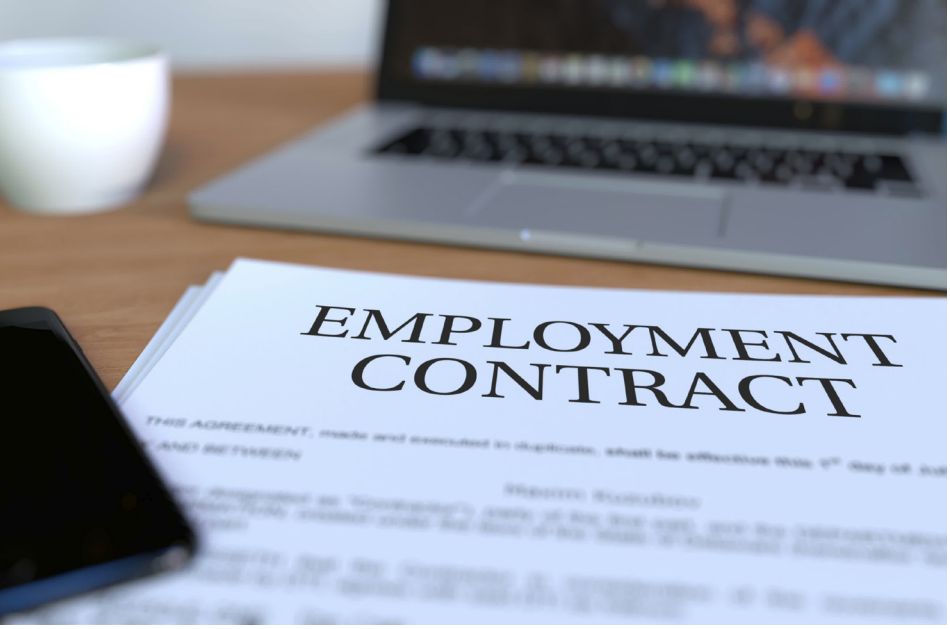
The innocent party's need to expressly accept the repudiation and terminate the agreement is key. If the innocent party does not do so, the agreement remains alive and both parties are bound to perform their obligations. In the recent case of *2174372 Ontario Ltd. v. Galib N.N. Dharamshi and Khadija S. Dharamshi* a purchaser repudiated the agreement, but the vendor did not terminate the agreement in response. The Superior Court and Court of Appeal both found that the purchaser was ready to close the transaction on the closing date, but the vendor was not. Accordingly, the vendor was found to be in default of the transaction and was required to return the deposit, among other costs.

In this case, the new home agreement was scheduled to close on November 8, 2018. At various times in 2018—including July 17, August 21, and October 29—the Dharamshi's advised the vendor that they would be unable to close due to insufficient finances. There is no dispute that this was a repudiation and that the vendor did not expressly terminate the agreement based on this repudiation.

When it came time to close, the vendor's lawyer attempted to tender on the purchasers (i.e. confirm the vendor could close), and was surprised to receive a tender letter from the purchasers' lawyer in return. The purchasers' lawyer advised that the purchaser had inspected the house which was "no more than a shell" and not substantially completed as required for closing. It is undisputed that the home was not substantially complete and therefore the vendor could not close.

Interestingly, the purchasers were only able to close on the closing date as a result of a loan from a family friend. The purchaser did not advise the vendor that it had the money, nor did it wire the money to the vendor's lawyers (instead it was deposited into the purchasers' lawyer's trust account and a copy of a certified cheque was tendered). The purchaser also would not accept the vendor's two-day extension to substantially complete the home. You can take what you want from this about the purchasers' true intentions, but the Courts decided that this was irrelevant as the purchasers could comply on the closing date and the vendor could not.

The moral of the story here is that vendors need to either: (a) be ready to close on the closing date, regardless of a purchaser's previous communications, or (b) expressly accept a purchaser's repudiation and terminate the agreement. The former includes all action the vendor would typically take, including trying to arrange a pre-delivery inspection before the closing date for new homes.



ONE RECENT CASE EXEMPLIFIES THAT EMPLOYERS MUST BE MINDFUL THAT AN ENTIRE TERMINATION CLAUSE IN AN EMPLOYMENT CONTRACT MUST COMPLY WITH THE EMPLOYMENT STANDARDS ACT.

BY BARBARA GREEN AND STEPHANIE LANZ

Henderson v. Slavkin deals with an employee bringing a claim against her employers, two dental surgeons operating a private practice in the GTA (the "Defendants"). Rose Henderson, (the "Plaintiff") worked as a receptionist at one of the dental offices since April 1990.

In May 2015 the Defendants were planning their retirement from private practice and decided to implement new employment contracts for all staff, including the Plaintiff, so the employees could know what to expect from the Defendants' impending retirements. Before this, the employers had never implemented written employment contracts. The Plaintiff signed the new employment agreement and continued working as a receptionist for the Defendants.

In November, 2019, the Defendants told their employees that they would be retiring in March, 2020 and that all employees would be terminated as of April, 2020. The Plaintiff worked until February, 2020 when she went on vacation and then took paid sick leave until the official termination date. The Defendants paid the Plaintiff her full salary throughout this time.

Due to COVID-19, the government mandated closures of dental offices which coincided with the Defendant's intentional closure of its practice. At this time, the Plaintiff did not seek new employment until the end of 2020. In January 2021, the Plaintiff sought and secured new employment.

The Plaintiff brought a claim asserting that the new employment contract that she signed in 2015 was unconscionable and contained clauses that were contrary to the *Employment Standards Act* (the "ESA"). As a result, she argues that she was wrongfully terminated and is entitled to common law damages.

The new employment agreement had three clauses the Plaintiff argued were invalid: a termination clause, a conflict of interest clause, and a confidentiality clause.

The Defendants argue that the employment contract was valid.

THE COURT'S ANALYSIS:

The Court begins its analysis by restating the framework for the determination of the enforcement of a termination clause: where an employment agreement is not consistent with the ESA, it becomes invalid irrespective of the actual arrangement made with an employee on termination, and the terminated employee becomes entitled to common law damages.

As it relates to the termination clause, the Court found that there was no inconsistency between the clause and the ESA and it was therefore valid.

THE CONFLICT OF INTEREST CLAUSE:

The conflict of interest clause stipulated that the employee cannot have any personal interests that potentially or actually conflict with the employers' interest. The clause listed some examples of what would constitute a conflict of interest and stated that: *"A failure to comply with this clause above constitutes both a breach of this agreement and cause for termination without notice or compensation in lieu of notice"*.

The Plaintiff argued that any behaviour that does not constitute wilful misconduct cannot constitute dismissal for cause. Under the ESA, the standard for just cause termination entitles even those terminated with cause to minimal entitlements unless the employer can establish that the employee is guilty of wilful misconduct or wilful neglect. The Court found that the clause in question was not only overly broad and ambiguous, but also had words missing such that an employee entering into the contract would not be able to know what conduct would amount to a potential cause for termination without notice or compensation in lieu. For these reasons, the judge ruled that the conflict of interest clause was invalid and unenforceable.

THE CONFIDENTIALITY CLAUSE:

The confidentiality clause forbid the disclosure of confidential information and laid out examples of what constituted confidential information. The clause then stated: *"In the event that you breach this clause while employed by the Employer, your employment will be terminated without notice or compensation in lieu thereof, for cause."*

The Plaintiff argued that the clause does not state that the breach must be 'wilful' or 'non trivial' to support a termination without notice, which is the standard dictated by the ESA.

The Court again looks to the principle that a termination clause will rebut the presumption of reasonable notice only if its wording is clear as employees are entitled to know at the beginning of an employment relationship what their employment will be at the end of their termination, as well as how and when it may be terminated without cause.

In this case, the Court found that the confidentiality clause is not clear as to what circumstances in which the disclosure of confidential information may occur without immediate termination for cause without notice. The Court notes that there is a likely situation where confidential information is inadvertently disclosed but it is not wilful or it is a trivial breach. In this respect, the Court found that the confidentiality clause does not respect the ESA and therefore declared this clause invalid and unenforceable.

Ultimately, the Court concluded that the entire employment contract, *including the valid termination clause*, was invalid because of the two clauses that were non-complaint with the ESA and that the Plaintiff was wrongfully dismissed and entitled to common-law damages.

KEY TAKEAWAY:

Employers should be aware and make sure that not only their termination clauses are valid and in accordance with the ESA, but that every clause in the agreement is in fact up to the ESA standards in order for the agreement to be binding and effective.

CRA WITH FAYE: TRANSPARENCY OF THE GAAR COMMITTEE

The general anti-avoidance rule, or the "GAAR", is a cult favourite provision among tax professionals. It's certainly one of my favourites. Introduced in 1988 the GAAR provides legislative authority to CRA to reassess for tax planning that meets the letter of the law but abuses its purpose. So a transaction can be structured in a way that seemingly follows the requirements of tax legislation as written but still be reassessed on the basis that it is abusive to the spirit of the law. Determining the purpose of tax legislation and whether transactions abuse said purpose is deceivingly complex. So much so that there are pages and pages of commentary and case law seeking to dissect the purpose of certain provisions and their proper interpretation for the application of the GAAR. For this reason CRA has in place quite a few resources devoted to interpreting and administering the GAAR. One of these is the GAAR Committee.

The GAAR Committee was established by CRA as an advisory body. Its purpose is to ensure the appropriate and equitable use of the GAAR and its consistent application across Canada. The committee includes representatives from various departments within CRA as well as from the Department of Justice and the Department of Finance. If an auditor seeks to apply GAAR as a primary assessing position on a file where GAAR has not been raised before, the auditor will need to present their case to the GAAR Committee for approval. Taxpayers are not allowed to attend.

The committee itself, and accessibility to it have always been a source of intrigue and debate among taxpayers and tax professionals. A myriad of cases deal with whether and to what extent GAAR Committee materials should be discoverable in the course of litigation. Further, taxpayers who are subject to a potential reassessment under GAAR often argue that they should have the opportunity to be present at the committee meeting discussing their case to fully understand the government's position and present their points of view.

CRA documents have published serious concerns from taxpayers over the stature and influence of the Committee, calling its deliberations secretive and criticizing its unwillingness to hear directly from taxpayers. CRA typically answers these concerns by reiterating the committee's purpose and emphasizing that the committee is meant to be a check on CRA to limit the application of the GAAR and promote fairness in its application for taxpayers.

Having been exposed to the GAAR committee both as a member of CRA sitting in and as a tax professional making representations, I can say both that CRA is being earnest in its position on the committee and that if taxpayers or their representatives were able to sit in on committee meetings it would be more destructive than productive to the administration of the GAAR.

The Agency has many interests in conducting GAAR Committee meetings. Some key examples that come to mind are the following:

- Proceeding with a GAAR reassessment often require a lot of resources from CRA and the Department of Justice and should be balanced against other CRA projects and the likelihood of success. This is one of the reasons that it is helpful to have the Department of Justice at the table providing insights and recommendations.
- Sometimes the legislation that has been allegedly abused requires change. This change could be in conjunction with or instead of the application of the GAAR. The Department of Finance can help advise on this point.
- Collaboration within the Agency and by the Agency with other key government stakeholders as promoted through open dialogue of a committee meeting.

In contrast, a taxpayer's interest in being present at a GAAR committee meeting would likely be quite singular—not to pay extra tax.

Having all of these departments collaborate on the application of the GAAR provides an excellent forum for evaluating the appropriate application of the GAAR in an efficient manner. It's one of the best CRA initiatives I know of. Allowing taxpayers or their representatives to attend would change this effective collaboration into an adversarial process. It would quash many of the benefits and lead to a lengthier, less efficient process less focused on the best application of the GAAR in Canada and more focused on each taxpayer's individual interests.

Further, taxpayers already get to make representations—any submissions received from the taxpayers are forwarded to Headquarters and provided to the committee for the meeting.

Having sat in on committee meetings, been part of the drafting of submissions to the committee, reviewed countless GAAR committee decisions and had the opportunity to discuss these decisions with various parties involved I can state that the GAAR committee is true to its purpose of seeking to make the application of the GAAR fair and consistent across our country. While CRA may have room for improvement in many areas, this is one thing at CRA that I would say should not be tampered with to allow for taxpayer participation.

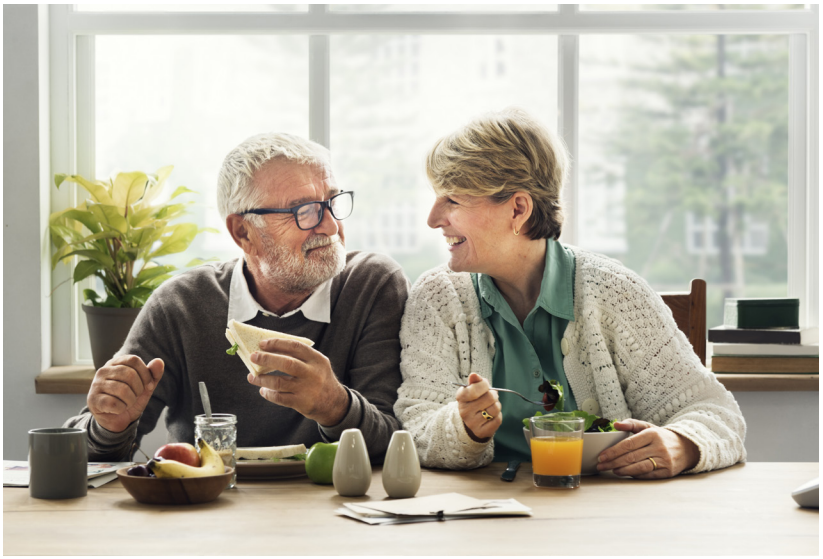
Follow along as Faye Kravetz, partner in our Tax Group, sheds light on common frustrations, questions and thoughts about the CRA in her blog "CRA with Faye."

Faye practices planning and dispute resolution in multiple areas of domestic and international taxation, including transactional matters, estates, non-profit and charities. She brings multiple perspectives to her practice having worked abroad and with the CRA.

BIG DEALS

HAMILTON AFFORDABLE HOUSING STAYS AFFORDABLE

In the spring and summer of 2022, John Fox, co-lead of the Affordable and Social Housing Group, with associate Rachel Puma, acted for New Commons Development Group in the acquisition of two previously for-rent apartment buildings in downtown Hamilton. The apartment buildings will now maintain long-term affordability in a key location in Hamilton near the planned LRT corridors, with 31 affordable rental housing units (totaling approximately 80 bedrooms) for decades to come.



TORONTO SENIORS HOUSING CORPORATION GETS OVER 14,000 UNITS

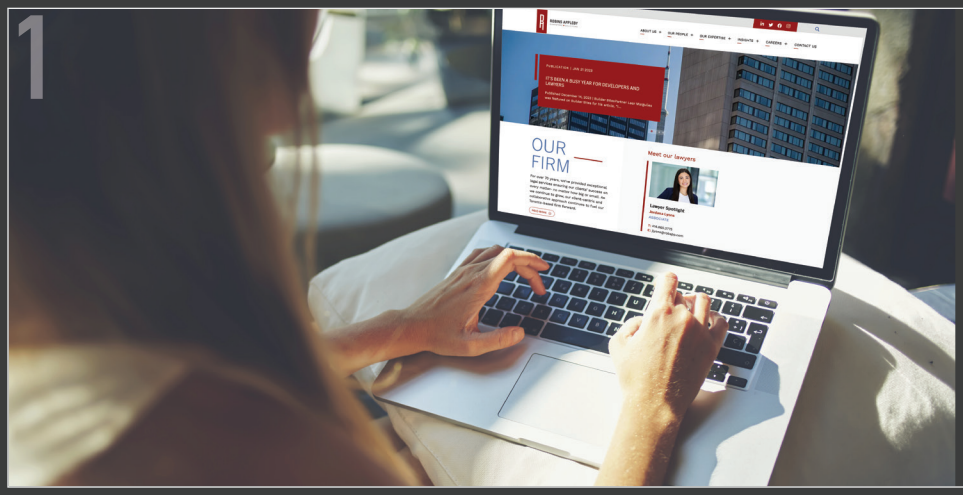
Robins Appleby's Affordable and Social Housing Group assisted its client, Toronto Seniors Housing Corporation ("TSHC"), with the transition of the operational responsibility of Toronto Community Housing Corporation's ("TCHC") seniors portfolio to TSHC. The transaction involved the negotiation of a Transition Services Agreement for the transfer of the landlord function in 83 buildings. Concurrently, the Affordable and Social Housing Group assisted TSHC in negotiating a Service Delivery Agreement with TCHC for the delivery of shared services between the entities. This transaction is a key step in supporting approximately 15,000 senior tenants through the City of Toronto's Integrated Service Model, enabling senior tenants to age in place, have successful tenancies and enjoy a better quality of life. The transaction was led by our Affordable and Social Housing co-leads, John Fox and Ismail Ibrahim, who were assisted by associates Claudia Pedrero and Amelia Briggs-Morris.

BUSINESS AND TRANSACTIONS GROUP: KEY PARTNER IN CLIENT'S GROWTH STRATEGY

The Robins Appleby Business and Transactions Group, partner Jonathan Zepp, with associate Bradley Gould and partner Errol Tenenbaum (Tax) assisted Kirkor Architects & Planners, its current partners (Clifford Korman, Carlos Antunes and Brent Whitby) and its new partners (Adrienne Lee, Ali Lalmohammadi, Dickson So and Roman Pevcevicius) in the planning and implementation of the admission of its four new partners. Employing the best strategies and techniques, our team helped the Kirkor partners optimise their business agreements and structures to implement a smooth admission of the new partners. We are honoured to have been part of this growth project. Congratulations to Kirkor and its partners!

ANNOUNCEMENTS

1



NEW YEAR, NEW WEBSITE!

Say hello to our new website! We've been working away in the background to refresh our look and content. Check out our new website and learn more about our firm, the services we provide and our people!

www.robapp.com

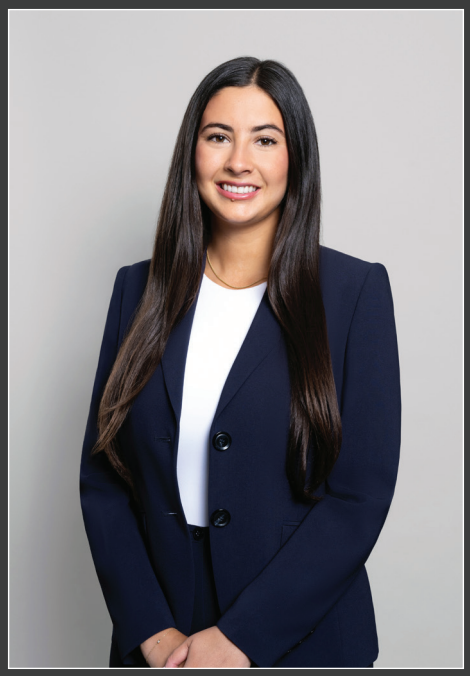
2 WELCOME ONBOARD ERRAN LEE, BRADLEY GOULD AND JORDANA LYONS!

ERRAN LEE

Erran is an associate in our Wills and Estates Group, where she advises clients on all areas of trusts and estates law, including the preparation of wills, the creation and operation of trusts, and estate administration issues.

BRADLEY GOULD

Bradley is an associate in our Business and Transactions Group. Bradley practices in the areas of mergers and acquisitions, debt financing, private capital markets and shareholder and partnership arrangements in a Canadian, cross-border and international context.



JORDANA LYONS

Jordana is an associate in our Tax Group where she advises clients on all areas of taxation law, including personal and corporate tax planning, succession planning, tax compliance and dispute resolution.

LAWYER SPOTLIGHT ON BARBARA GREEN

Q) How long have you been with Robins Appleby and what has your career path looked like here?

A) I have been with the firm since February, 2001. I was hired at Robins Appleby shortly after my completion of my articles at a litigation boutique firm. After spending many years as an associate practicing general commercial litigation at Robins Appleby, which I still love, I expanded my legal practice into two additional areas of passion: employment law and estates litigation. In particular, I enjoy disputes pertaining to Will challenges. I have even had the opportunity to act as an Estate Trustee During Litigation. I was fortunate enough to become a partner of the firm in January, 2015.

Q) Could you tell us more about the Employment Law practice you've built at Robins Appleby?

A) I love working with both employers and employees. It's helpful to work with both to assist in identifying and understanding the legal issues from both perspectives. I am pleased that my practice has expanded over the years and adapted to the issues facing both employers and employees to date. I provide the following types of services: employment litigation, the creation and negotiation of severance packages, the drafting and review of employment contracts, the creation of workplace policies, employee disciplinary matters, human rights issues, workplace investigations and general legal advice and guidance.

Q) What are three items you can't imagine living without?

A) My two sons and my law degree.

Q) As a Partner and a mother how do you balance everything? What has been the biggest challenge for you?

A) It can be difficult to balance everything from time to time. It does mean some really late nights at work, or with my kids, but fortunately I love both my children and my work. My children are great in that they understand that work sometimes comes first. Thank goodness for Uber Eats! The biggest challenge is sometimes losing on time for myself. So when I have free time, I really treasure it.

Q) We hear you're a singer! What kind of music do you sing? How old were you when you started singing?

A) As my mother tells it, I started singing ABBA songs when I was four years old! I have always loved Broadway music, especially Andrew Lloyd Webber (Phantom of the Opera, Cats, Joseph and the Amazing Technicolor Dreamcoat). I also really like pop music. When I was young, I sang along to Debbie Gibson and Tiffany. I spent so many hours singing in high school in specialized choirs and competitions that I frequently lost my voice! I especially love singing with others, and the harmonies created in the blending of many voices.

Q) Million dollar question: would you have given up your career as a lawyer to become a singer?

A) It really depends. If I could have had a really successful career as a singer then probably. But to struggle as an aspiring singer did not appeal to me. So, for now, I am happy to settle on singing karaoke.

Q) What do you enjoy most about being a lawyer?

A) I really love working with clients to resolve their unique challenges. Every case has a story and I like being able to identify the legal issues, which can be complex, from that narrative.

Q) What other hobbies do you have?

A) I exercise almost every day. I frequently watch made-for-tv movies while I am running on the treadmill. It works really well as I've learned to read the closed captions really quickly! I also spend a lot of time with my kids. It's not a personal hobby but given that one of my sons is a varsity basketball player, we all spend a lot of time watching him at tournaments and games. It's become a family tradition. Once my children are older, I hope I'll have the chance to travel more. There are so many places I'd love to see.

PRACTICE AREA HIGHLIGHT

BUSINESS AND TRANSACTIONS

Business owners face constant challenges. As business advisors, we assist business owners in developing and achieving their objectives in an often complex environment by providing creative and practical solutions. Our entrepreneurial approach assists our clients to evaluate their risks and capitalize on their opportunities.

Our team of lawyers stands out from the competition because:

1. **We have a narrow focus.** We focus on five industry sectors—Agri-Food, Biotech, Manufacturing, Pharmaceuticals, and Wholesale and Distribution—this means that clients get deeper expertise. Clients benefit from our broad experience in a series of narrow focus niche industries.

2. **We're nimble.** We understand that courses alter, priorities change and opportunities evolve. If the situation warrants, we can course-correct or change plans and go in a different direction entirely.

3. **We're client-focused.** Our clients and their goals are always top-of-mind. We communicate clearly and apprise you of developments every step of the way. We're efficient. We're transparent. At Robins Appleby, our clients are never just a file number or a project. Whether the relationship is new or goes back decades, we care deeply about our clients and are committed to their success. We apply the right energy and the right resources at the right time.

4. **We draw upon our own expertise and experience; and that of our colleagues including:**

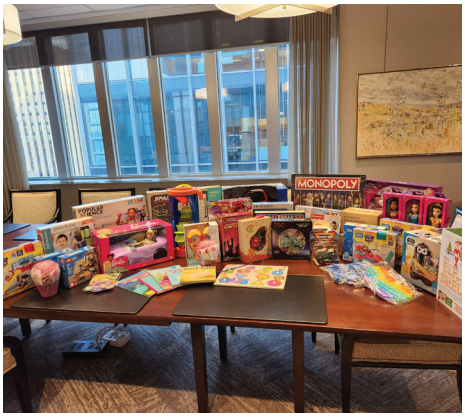
- Commercial Real Estate and Development
- Corporate/Commercial Litigation
- Corporate Governance
- Employment law
- Exempt Market & Regulatory Services
- International & Cross-border Business
- Mergers & Acquisitions
- Private Capital Markets
- Private Equity
- Procurement
- Secured Lending Transactions
- Shareholder, Partnership and Joint Venture Structures
- Tax

5. **We offer great value.** We don't "over-lawyer" a file, we deliver great value to our clients.

Get in touch with our lawyers today

Jonathan Zepp • Charlie Kim • Ismail Ibrahim • Bradley Gould

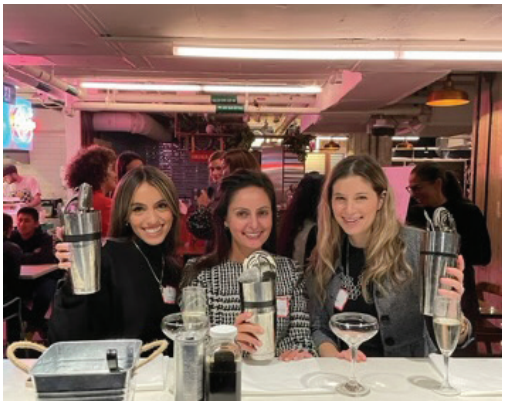
COMMUNITY INVOLVEMENT



In the spirit of giving this past holiday season, the Robins Appleby team donated new and unwrapped toys to the Salvation Army/CTV Toy Mountain. We hope our donations made many children's holidays brighter.

EVENTS

After almost three years of virtual events, meetings and gatherings, we have finally been able to resume our in-person events safely. While we have made the decision to say good-bye to certain staple events, we have brought back and elevated some of our old time favourites. We look forward to hosting even more events this year.



COCKTAILS AND CONVERSATION

On September 28th 2022 we hosted our first in-person event since the pandemic started. We hosted 40 of our female clients at Chef's Hall in Toronto, for an evening of cocktail making, mingling and dining. The mixology class was led by *Love of Cocktails*, a Toronto-based, female-owned and operated business that taught the group how to make Espresso Martinis and Berry Moscow Mules. The evening was a great way to reconnect in person and enjoy great company while learning a new skill!

TEXAS HOLD'EM TOURNAMENT

On November 23rd 2022, we hosted our Annual Texas Hold'em Poker Tournament. After a forced hiatus, we were excited to welcome our guests at the One King West Hotel in Toronto for an evening of mingling, dining, drinking and cards. With 95% of our attendees taking part in the tournament, this was the first year we had almost everyone play cards! Dealers at every table made it easy for returning champs and novice players alike to have a great time. We look forward to our next Poker night!